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July 15, 2004

VIA HAND DELIVERY

Mary L. Cottrell, Secretary
Department of Telecommunications and Energy
One South Station, 3rd Floor
Boston, MA 02110

Re: Pittsfield Generating Company's Petition to Intervene, D.T.E. 04-60

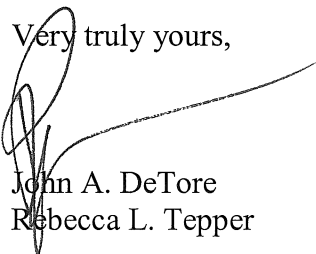
Dear Secretary Cottrell:

Enclosed please find for filing in the above-captioned proceeding an original copy of Pittsfield Generating Company's ("Pittsfield") Petition to Intervene. An electronic copy also has been filed.

The Petitioners, Cambridge Electric Light Company and Commonwealth Electric Company, have no objection to Pittsfield being granted full intervention status in this proceeding.

Please date stamp the enclosed copy of this letter and return it for our files.

Thank you for your assistance.

Very truly yours,

John A. DeTore
Rebecca L. Tepper

Enclosures

cc: Joan Foster Evans, Hearing Officer
Robert N. Werlin, Esq.
Colleen McConnell, Esq.
Joseph W. Rogers, Esq.

COMMONWEALTH OF MASSACHUSETTS

DEPARTMENT OF TELECOMMUNICATIONS AND ENERGY

Petition of Cambridge Electric Light Company) D.T.E. 04-60
and Commonwealth Electric Company for Approvals)
Relating to the Termination of Power Purchase)
Agreements with Pittsfield Generating Company, L.P.)

CERTIFICATE OF SERVICE

I hereby certify that I have this day served the following document: Pittsfield Generating Company's Petition to Intervene upon all parties of record via first class mail, in accordance with the requirements of the Department's rules of practice and procedure as set forth at 220 C.M.R. §1.05(1).

Dated at Boston, Massachusetts this 15th day of July, 2004.

Rebecca L. Tepper
Rubin and Rudman LLP
50 Rowes Wharf
3rd Floor
Boston, MA 02110
Telephone: (617) 330-7000

Dated: July 15, 2004

COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF TELECOMMUNICATIONS AND ENERGY

Petition of Cambridge Electric Light Company)	
and Commonwealth Electric Company for Approvals)	
Relating to the Termination of Power Purchase)	
Agreements with Pittsfield Generating Company, L.P.)	
)	

D.T.E. 04-60

PITTSFIELD GENERATING COMPANY’S PETITION TO INTERVENE

Pittsfield Generating Company, L.P. (f/k/a Altresco Pittsfield, L.P.) (“Pittsfield”) hereby submits its Petition to the Department of Telecommunications and Energy (“Department”) for leave to intervene as a full party in the above-captioned proceeding, pursuant to 220 C.M.R.

1.03(1). In support of its Petition to Intervene, Pittsfield states as follows:

1. Pittsfield is a Delaware limited partnership with a principal place of business at 235 Merrill Road, Pittsfield, Massachusetts.
2. Pittsfield operates an electric cogeneration facility, consisting of a gas-fired, combined cycle generation plant, together with housings and other integral equipment, located in Pittsfield, Massachusetts (the “Facility”).
3. Cambridge Electric Light Company (“Cambridge”) and Pittsfield are parties to a Power Purchase Agreement dated February 20, 1992, as amended on November 7, 1994 and November 21, 1996, pursuant to which Pittsfield sells to Cambridge, and Cambridge purchases from Pittsfield, electricity produced by the Facility (the “Cambridge/Pittsfield PPA”). The term of the Cambridge/Pittsfield PPA runs through December 31, 2011.

4. Commonwealth Electric Company (“Commonwealth”) and Pittsfield are parties to a Power Purchase Agreement dated February 20, 1992, as amended on November 7, 1994 and November 21, 1996, pursuant to which Pittsfield sells to Commonwealth, and Commonwealth purchases from Pittsfield electricity produced by the Facility (the “Commonwealth/Pittsfield PPA”). The term of the Commonwealth/Pittsfield PPA runs through December 31, 2011.

5. On June 2, 2004, Cambridge and Commonwealth each executed a Termination Agreement with Pittsfield (together, the “Termination Agreements”). Copies of the Termination Agreements are attached to the Cambridge/Commonwealth Petition at Appendices A and B, respectively.

6. Under the Termination Agreements, the Cambridge/Pittsfield PPA and the Commonwealth/Pittsfield PPA (together, “the Existing Pittsfield PPAs”) terminate upon the date that certain conditions have been satisfied. Thereafter, Cambridge and Commonwealth are relieved of any obligations to purchase or accept electricity produced by the Facility, and Pittsfield has no obligation to sell electricity to Cambridge or Commonwealth. In consideration for termination of the Existing Pittsfield PPAs, Cambridge and Commonwealth are required to pay Pittsfield certain monthly payments through and including December 1, 2008 (the “Termination Payments”).

7. On June 22, 2004, Cambridge and Commonwealth petitioned the Department pursuant to G.L. c. 164, §§ 1A, 1G, 76, 94 and 94A for approval of the Termination Agreements and of the ratemaking treatment relating thereto (the “Petition”).

8. On July 2, 2004, the Department issued a Notice of Public Hearing and Procedural Conference with respect to the Petition. The Notice required all parties seeking to intervene in D.T.E. 04-60 to submit petitions to this effect to the Department by July 19, 2004.

9. Pursuant to G.L. c. 30A, § 10, the Department may “allow any person showing that he may be substantially and specifically affected by the proceeding to intervene as a party in the whole or any portion of the proceeding, and allow any other interested person to participate by presentation of argument orally or in writing, or for any other limited purpose as the [Department] may order.” *See also* 220 C.M.R. 1.03(1)(b).

10. Pittsfield has an interest in intervening in this proceeding because it is a party to the Existing Pittsfield PPAs and the Termination Agreements under review in this proceeding. Thus, the Department’s determinations and findings in this proceeding will have a direct bearing on Pittsfield.

11. The Termination Agreements are contingent upon regulatory approval by various governmental agencies, including the Department. *See* Termination Agreements § 2. Without Department approval, the Existing Pittsfield PPAs will remain unchanged and in effect. Specifically, unless the Department approves the Termination Agreements, Pittsfield will remain obligated to deliver to Commonwealth and Cambridge electric energy and capacity for 17.2 percent of the output of the Facility through December 31, 2011 as required by the Existing Pittsfield PPAs, and will forgo any opportunity to market that energy and capacity elsewhere. Thus, Pittsfield is substantially and specifically affected by the Department’s review of the Termination Agreements and the Termination Payments therein as those Agreements were negotiated by the parties. Moreover, because Pittsfield spent significant time and energy participating in the 2003 auction and engaging in arms-length negotiations with Cambridge and Commonwealth, it has a substantial and specific interest in seeing that auction and the processes utilized therein approved by the Department. Accordingly, any decision by the Department in

this proceeding will substantially and specifically affect Pittsfield's legal rights, duties and privileges.

12. Pittsfield will be substantially and specifically affected by the outcome of this proceeding and wishes to protect its interest. No other party can adequately represent Pittsfield's interest in this proceeding. Certainly, no other party can speak to Pittsfield's role as party to the Existing Pittsfield PPAs and the Termination Agreements, or to Pittsfield's role in the 2003 auction process.

13. Department precedent supports the intervention of contracting parties in proceedings where their contracts or agreements are being reviewed by the Department. *See e.g., Boston Edison Company/Commonwealth Electric Company*, D.T.E. 98-119/126 (1998) (Entergy Nuclear Generation Company allowed to intervene in Department's review of a Power Purchase Agreement between Petitioner Boston Edison Company and Entergy); *Canal Electric Company*, D.T.E. 02-34 (FPL Energy Seabrook allowed to intervene in Department's review of a purchase and sale agreement between FPL Energy Seabrook and Petitioner Canal regarding the sale of interest in Seabrook Station).

14. If permitted to intervene, Pittsfield can provide the Department with evidence regarding, among other matters, the Termination Agreements, Pittsfield's role in the 2003 auction process and the value of the Existing Pittsfield PPAs.

15. If granted intervenor status, Pittsfield seeks all the rights of a full party, including the right to file discovery, question witnesses, present testimony and submit briefs.

16. Pittsfield requests that all notices, testimony, pleadings and correspondence pertaining to these proceedings be directed to:

John A. DeTore, Esquire
Rebecca L. Tepper, Esquire
Rubin and Rudman LLP
50 Rowes Wharf
Boston, MA 02110

WHEREFORE, Pittsfield respectfully requests that the Department allow its Petition for Leave to Intervene in this proceeding.

Respectfully submitted,

PITTSFIELD GENERATION COMPANY, L.P.

By its Attorneys,

John A. DeTore (R.T.)

John A. DeTore
Rebecca L. Tepper
Rubin and Rudman LLP
50 Rowes Wharf
Boston, MA 02110
Telephone: (617) 330-7000

Dated: July 15, 2004